

**DECLARATION AND POWER OF ATTORNEY**

As a below-named inventor, I hereby declare that:

1. My residence, post office address, and citizenship are as stated below next to my name.

2. I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural inventors are named below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**SEISMIC STRUCTURAL DEVICE**

the specification of which (check one):

- ☒ is attached hereto.
- ☐ was filed on: \_\_\_\_\_ as  
Application Serial No.: \_\_\_\_\_
- ☐ and was amended on: \_\_\_\_\_

3. I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims.

4. I acknowledge the duty to disclose information which is material to patentability as described in 37 C.F.R. 1.56, which is defined on the attached page.

5. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

6. I hereby appoint Michael A. Molano (Reg. No. 39,777), Jennifer H. Hammond (Reg. No. 41,814), John F. Griffith (Reg. No. 44,137), Jay C. Chiu (Reg. No. 47,308), and other registered patent attorneys and agents of the firm Sonnenschein, Nath & Rosenthal, as my attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith.

Please direct all correspondence to:

Jennifer H. Hammond, Esq.  
SONNENSCHN NATH & ROSENTHAL  
P.O. Box 061080  
Wacker Drive Station  
Sears Tower  
Chicago, Illinois 60606-1080

Please direct telephone calls to Jennifer Hammond at 415.882.5000 (facsimile 415.543.5472).

Full name of sole inventor:

MARK P. SARKISIAN

Date:

26 JUNE 2002

Residence and Post Office Address:

667 Butterfield Road  
San Anselmo, California 94960  
U.S.A.

Citizenship:

27110394



OCTOBER 02, 2002

PTAS

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
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UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/22/2002

REEL/FRAME: 013140/0262  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

SARKISIAN, MARK P.

DOC DATE: 06/26/2002

ASSIGNEE:

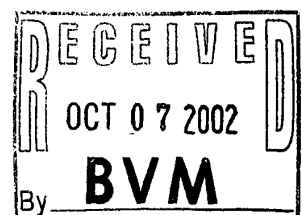
SKIDMORE, OWINGS & MERRILL LLP  
14 WALL STREET  
NEW YORK, NEW YORK 10005

SERIAL NUMBER: 10200679  
PATENT NUMBER:

FILING DATE: 07/22/2002  
ISSUE DATE:

ALLYSON PURNELL, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

RECEIVED 10/7/02 DOCKET  
DOCKETED Assignment  
DIARIED 10/8/02  
BY: BVM



08-05-2002

C

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of

102178450

Original documents or copy thereof.

## 1. Name of conveying party(ies):

Mark P. Sarkisian

☒ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation - State  
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: June 26, 2002

## 2. Name and address of receiving party(ies):

Name: Skidmore, Owings &amp; Merrill LLP

Address: 14 Wall Street  
New York, NY 10005

☐ Individual(s) Citizenship  
☐ Association  
☐ General Partnership  
☒ Limited Partnership New York  
☐ Corporation - State  
☐ Other

If assignee is not domiciled in the United States, a domestic  
 representative designation is attached: ☐ Yes ☐ No  
 (Designation *must* be a separate document from Assignment.)  
 Certificate Under 37 CFR 373(b) attached? ☒ Yes ☐ No

## 4. Application number(s) or patent number(s):

## A. Patent Application No.(s)

unassigned

## B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom  
correspondence concerning document should  
be mailed:

Name: Jennifer H. Hammond, Esq.

Address: Sonnenschein Nath & Rosenthal  
P.O. Box 061080Wacker Drive Station, Sears Tower  
Chicago, Illinois 60606-1080

Telephone: 415-882-5000

6. Total Number of applications and  
Patents involved: 1

## 7. Total fee (37 CFR 3.41)..... \$ 40.00

☒ Check Enclosed8. ☒ Authorized to charge any additional fees or  
any overpayment to Deposit Account  
No. 19-3140

08/05/2002 T01A21 00000004 10200679

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## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached  
copy is a true copy of the original document.

Jennifer H. Hammond, Esq.

Attorney or Agent

Reg. No. 41,814

Signature

7/22/02

Date

10. Total number of pages including cover sheet: 3

**ASSIGNMENT**

**WHEREAS**, Mark P. Sarkisian, residing at 667 Butterfield Road, San Anselmo, California 94960, hereinafter referred to as ASSIGNOR, has invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States entitled "Seismic Structural Device" with a Declaration attached thereto that was executed by Assignor on the 17<sup>th</sup> day of June, 2002;

**WHEREAS**, Skidmore, Owings & Merrill LLP, a limited liability partnership of the State of New York, having its principal place of business at 14 Wall Street, New York, New York 10005, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in, to and under said invention and all Letters Patent which may be granted thereon in the United States or any foreign country:

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:**

Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention and all Letters Patent which may be granted therefor in the United States, including any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the same may be granted, as fully and exclusively as the same would have been held by said ASSIGNOR had this assignment and sale not been made.

ASSIGNOR also assigns all of its right, title and interest in and to said invention in all foreign countries, and all applications for Letters Patent which may evolve therefrom, including the right to claim International Convention priority.

ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action, rights, and remedies arising under any such patent or application prior to or after the effective date of this Agreement.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.

The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, his/her heirs, legal representatives and assigns.

26 JUNE 2002

Date

MARK P. SARKISIAN

State of California )

County of San Francisco )

On June 26, 2002 before me, Jacqueline A. Ortega-Aguirre, personally appeared Mark P. Sarkisian, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

27110395

Seal

